



## PROCESS SERVER DELIVERY DETAILS

**Date:** Tue, Oct 1, 2024  
**Server Name:** Caleb Malone

Entity Served	HAIER US APPLIANCE SOLUTIONS, INC.
Case Number	24-2500-c480
Jurisdiction	TX

Inserts		



**CITATION**  
**THE STATE OF TEXAS, COUNTY OF WILLIAMSON**  
**NO. 24-2500-C480**

**DOUG BROOKS VS. HAIER US APPLIANCE SOLUTIONS, INC., DBA GE APPLIANCES**

TO: Haier US Appliance Solutions, Inc., d/b/a GE Appliances  
c/o Agent CT Corporation System, Registered Agent  
1999 Bryan Street Ste 900  
Dallas TX 75201

DEFENDANT in the above styled and numbered cause:

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment for the relief demanded in the petition may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org

Attached is a copy of the PLAINTIFF'S ORIGINAL PETITION in the above styled and numbered cause, which was filed on the 30th day of September, 2024 in the 480th Judicial District Court of Williamson County, Texas. This instrument describes the claim against you.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at office on this the 30th day of September, 2024.

ADDRESS OF LEAD ATTORNEY FOR  
PETITIONER:  
Michael Howell  
313 West 10th Street  
Georgetown TX 78626

*Lisa David, District Clerk*  
PO Box 24, Georgetown, TX 78627  
Williamson County, Texas  
(512) 943-1212



BY: Jacqueline Powell  
Jacqueline Powell, Deputy

**RETURN OF SERVICE**

Came to hand on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ M. and executed at \_\_\_\_\_, within the County of \_\_\_\_\_, Texas, at \_\_\_\_\_ o'clock \_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by delivering to the within named \_\_\_\_\_, in person a true copy of this citation, with a true and correct copy of the PLAINTIFF'S ORIGINAL PETITION attached thereto, having first endorsed on such copy of citation the date of delivery.

\* **NOT EXECUTED**, the diligence used to execute being (show manner of delivery) \_\_\_\_\_

\_\_\_\_\_ ; for the following reason \_\_\_\_\_

the defendant may be found at \_\_\_\_\_

*\*Strike if not applicable.*

TO CERTIFY WHICH WITNESS MY HAND OFFICIALLY \_\_\_\_\_ COUNTY, TEXAS  
\_\_\_\_\_, SHERIFF/CONSTABLE BY: \_\_\_\_\_ DEPUTY

**FEE FOR SERVICE OF CITATION : \$** \_\_\_\_\_

**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.**

*In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return.*

My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_, and my address is \_\_\_\_\_  
Please print. (First, Middle, Last) \_\_\_\_\_ (Street, City, Zip).

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Declarant/Authorized Process Server

ID # & expiration of certification

10-8-2024

4A2210NY9GK0001

Caleb Malone  
PSC 1574 exp 10/31/2021  
2024/10/01 13:08:20  
6020241008046420

24-2500-C480

CAUSE NO. \_\_\_\_\_

DOUG BROOKS,  
*Plaintiff,*§ IN THE DISTRICT COURT  
§ Williamson County - 480th Judicial District Court

v.

§  
§ \_\_\_\_\_ JUDICIAL DISTRICTHAIER US APPLIANCE SOLUTIONS, INC.,  
d/b/a GE APPLIANCES,  
*Defendant.*§  
§ WILLIAMSON COUNTY, TEXAS**PLAINTIFF'S ORIGINAL PETITION**

COMES NOW, Plaintiff, Doug Brooks ("Mr. Brooks" or "Plaintiff"), and files his Original Petition complaining of Haier US Appliance Solutions, Inc., d/b/a GE Appliances ("GE" or "Defendant"), and would respectfully show this Court as follows:

**I. DISCOVERY AND RELIEF REQUESTED**

1.1 Discovery should be conducted in accordance with a discovery control plan under Level 2. *See* TEX. R. CIV. P. 190.3.

1.2 The Plaintiff seeks only monetary relief of \$250,000.00 or less, excluding interest, statutory or punitive damages and penalties, and attorney fees and costs. *See* TEX. R. CIV. P. 47(c)(1).

**II. PARTIES, JURISDICTION, AND VENUE**

2.1 Plaintiff is an individual residing and domiciled in Williamson County, Texas.

2.2 Defendant, Haier US Appliance Solutions, Inc. d/b/a GE Appliances, is a for-profit corporation headquartered in Louisville, Kentucky. Haier Group Corporation, a Chinese multinational appliance corporation, owns more than 50% of Haier US Appliance Solutions, Inc. Haier US Appliance Solutions, Inc. may be served with service of process by

PLAINTIFF'S ORIGINAL PETITION

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Envelope# 92588578

and through its registered agent, CT Corporation System, whose address is 1999 Bryan St., Suite 900, Dallas, Texas 75201.

2.3 This Court has jurisdiction over this lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

2.4 Venue is proper in Williamson County, Texas because all or a substantial part of the events or omissions giving rise to the claim occurred in Williamson County, Texas. *See* TEX. CIV. PRAC. & REM. CODE §15.002(a)(1).

### III. FACTUAL BACKGROUND

3.1 On or about June 22, 2022, Plaintiff purchased a 24-inch Stainless Steel Top Control Smart Built-In Tall Tub Dishwasher with 3<sup>rd</sup> Rack and 45 dBA (the "Dishwasher") from Home Depot for \$908.22 (sales tax included). *See Exhibit A.* Mr. Brooks brought the Dishwasher to his home at 4805 Gypsy Cove Austin, Texas, 78727 (the "Property") where it was installed. For the next four months, undetected, when the Dishwasher was operational, food-saturated water was ejected by the Dishwasher underneath the Property's kitchen cabinets. This caused mold and structural damage to the kitchen cabinets and the load-bearing wall. After inspection, it was discovered that the Dishwasher was leaking due to a manufacturing defect. The contracted repairman that GE sent to the Property to assess the Dishwasher confirmed that the Dishwasher had a manufacturing defect. The Dishwasher's top and lower tub seams were not properly sealed when the Dishwasher was manufactured, and between the two components caused the Dishwasher to leak when running. The mold growth resulted in the kitchen cabinets becoming unusable and caused the mold stench to permeate the air throughout the Property.

3.2 On or about October 5, 2022, Mr. Brooks reported the Dishwasher's defect to



the claim department for GE according to the GE Dishwasher Warranty. *See Exhibit B.* Sedgwick Claims Management Services, Inc. ("Sedgwick") manages claims for Old Republic Insurance Company on behalf of GE and responded to Mr. Brooks' claim. *See Exhibit C.* GE's Dishwasher warranty specifically states that for the period of one year from the date of the original purchase GE will replace, "Any part of the dishwasher which fails due to a defect in materials or workmanship. During this limited one-year warranty, GE will also provide, free of charge, all labor and in-home service to replace the defective part."

3.3 After Mr. Brooks reported the claim, Mr. Brooks discovered that the leaks caused by the defective GE Dishwasher caused significant damage to the Property. Throughout Sedgwick's claims investigation and communications with Mr. Brooks, Sedgwick offered \$10,000.00 to reimburse Mr. Brooks for all the damage that the leak caused. However, the damage to the Property extended far more than \$10,000.00. The damage caused by the defective GE Dishwasher ranged from drywall installation, replacement of wall studs, exterior siding repair, kitchen countertop repair, ceramic tile backsplash replacement, kitchen cabinet replacement, flooring repair, mold remediation, and other repairs to the Property.

3.4 GE has not repaired or replaced the Dishwasher or the damage the defective Dishwasher caused.

3.5 Mr. Brooks is a licensed contractor qualified to make these repairs. He purchased all the materials to remediate the problem and provided his labor for all repairs. The cost of repairs and labor expended by Mr. Brooks were well in excess of \$10,000.00. Mr. Brooks charged a reasonable rate of \$125.00 an hour for his labor.

3.6 Throughout the entire claims process, Mr. Brooks supplied these damages to

Sedgwick. Specifically, the information requested by Sedgwick's claims examiners and GE appliances inspectors. However, after supplying all the information requested by GE and after GE's inspection, GE has failed to honor its warranty or be responsible for the damages caused by its defective product.

#### **IV. CAUSES OF ACTION**

4.1 All of the facts stated above and herein are incorporated in each cause of action.

##### **A. Violations of the Texas Deceptive Trade Practices Act**

4.2 The Plaintiff is a consumer under the Texas Deceptive Trade Practices Act ("DTPA") because the Plaintiff is an individual who purchased a GE product. GE is an entity that can be sued under the DTPA.

4.3 **Breach of Express Warranty.** Failure to honor a written warranty violates the DTPA. *See* TEX. BUS. & COMM. CODE § 17.50(a)(2). The DTPA protects Mr. Brooks against false, misleading, and deceptive business practices, unconscionable actions, and breaches of warranty and provides efficient and economical procedures to secure such protection. *See* TEX. BUS. & COMM. CODE § 17.44. GE violated the DTPA when GE failed to honor its written warranty by not repairing or replacing the Dishwasher and by not compensating Mr. Brooks for the cost of repairs caused by the defective Dishwasher. GE has acted knowingly and intentionally in failing to honor its warranty. *See* TEX. BUS. & COMM. CODE § 17.45(9), (13).

4.4 **Laundry List of Violations.** GE violated the DTPA when GE engaged in false, misleading, or deceptive acts or practices under the DTPA "laundry list" that Mr. Brooks relied on to his detriment. Specifically, GE attempted to (1) cause confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods; (2)

represent that its goods have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have; (3) represent that its goods are of a particular standard, quality, or grade, if they are another; (4) misrepresent the authority of a representative or agent to negotiate the final terms of a consumer transaction; and/or (5) fail to disclose information concerning goods which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction which the consumer would not have entered had the information been disclosed. *See* TEX. BUS. & COMM. CODE §§ 17.46(b)(2, 5, 7, 14, and/or 24).

4.5 As a result of GE's breach of warranty and GE's violations under the DTPA's laundry list, GE is responsible for the economic damages suffered by the Plaintiffs, which are in well excess of \$10,000.00.

4.6 **Treble Damages and Mental Anguish Damages.** In addition, because of the defects in GE's work, and the fact that the Plaintiffs informed GE, it is clear that GE knew that the product was defective and refused to honor the warranty. As a consequence, the Plaintiffs are entitled to recover treble damages under the DTPA of up to three (3) times their actual damages and can recover mental anguish damages. *See* TEX. BUS. & COMM. CODE § 17.50(b)(1).

**D. Attorney's Fees and Costs**

4.7 The Plaintiff is entitled to attorney's fees under the DTPA. *See* TEX. BUS. & COMM. CODE § 17.50(d).

**E. Conditions Precedent**

4.8 All conditions precedent to the filing of this lawsuit have occurred or been performed.

## **V. REQUIRED DISCLOSURES**

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, GE is required to disclose, *without awaiting discovery requests*, the information or material described in Rule 194.2, 194.3, and 194.4. GE must make the initial disclosures at or within 30 days after the filing of their answers or general appearance, and GE must provide to Plaintiff the information listed in 194.2(b)(1-12) and 194.3. *See* TEX. R. CIV. P. 194.

## **PRAYER**

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs pray that GE be cited to appear and answer herein, and that they be awarded judgment against GE as follows:

1. Judgment for the Plaintiff's actual damages under the DTPA;
2. Judgment for an additional three (3) times the Plaintiff's actual damages under the DTPA;
3. Prejudgment interest and post-judgment interest at the maximum allowable rates;
4. Attorney's fees;
5. Costs of Court; and
6. Such other and further relief to which the Plaintiff may show themselves to be justly entitled.



Respectfully Submitted,

**WEST SHORT & HOWELL, PLLC**

By: /s/ Michael Howell  
Michael T. Howell  
State Bar No. 24009368  
N. West Short  
State Bar No. 00788407  
Jeremy Sandoval  
State Bar No. 2411087  
Clint Fagan  
State No. 24128612

313 West 10<sup>th</sup> Street  
Georgetown, TX 78626  
512.864.3911  
512.864.3966 fax  
howell@westshorthowell.law  
short@westshorthowell.law  
sandoval@westshorthowell.law  
clint.fagan@westshorthowell.law

**COUNSEL FOR PLAINTIFF,  
DOUG BROOKS**

**Customer Receipt**  
6/22/2022, 2:55 PM EDT

Sales Person NJH175      Store Phone # (954) 752-4188  
Location 750 N UNIVERSITY DR, CORAL SPRINGS, FL 33071  
Store # 0284

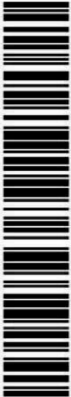
**Customer Information**

DOUG BROOKS  
(512) 587-8844  
CLAYDOGGER@DIRTDAUBERPOTTERY.COM

DIRT DAUBER POTTERY LLC  
4805 GYPSY COVE  
AUSTIN, TX 78727

Order # H6839-382162

PO / Job Name dishwasher



Runner Name  
DOUG BROOKS

**Carryout**

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
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01 24 in. Stainless Steel Top Control Smart Built-In Tall Tub Dishwasher with 3rd Rack and 45 dBA	N/A	1004206515	\$839.00 / each	1	\$839.00
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90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

<b>Pro Xtra 2024</b> <b>Member Statement</b> (as of 08/27)  Visit ProXtra: <a href="https://www.homedepot.com/c/Pro_Xtra">https://www.homedepot.com/c/Pro_Xtra</a>	<b>Pro Xtra Spend</b> \$4,915.56	<b>Pro Xtra Savings</b> \$37.58	<b>Subtotal</b>	\$839.00
			<b>Discounts</b>	-\$0.00
			<b>Sales Tax</b>	\$69.22
			<b>Order Total</b>	\$908.22
<b>Payment Method</b>  06/22/2022 2:56 PM EDT Visa 2999			<b>Charged</b> \$908.22	<b>Balance Due</b> \$0.00

EXHIBIT

A

# Customer Care Resolution Expediter The Home Depot / 2455 Paces Ferry Rd. / Atlanta, GA. 30339

## GE Dishwasher Warranty.

GEAppliances.com



All warranty service provided by our Factory Service Centers, or an authorized Customer Care® technician. To schedule service, visit us on-line at [GEAppliances.com](http://GEAppliances.com), or call 800.GE.CARES (800.432.2737) in the United States. In Canada, call 1.800.561.3344. Please have serial number and model number available when calling for service.

Staple your receipt here.  
Proof of the original purchase date is needed to obtain service under the warranty.

Servicing your appliance may require the use of the onboard data port for diagnostics. This gives a GE Factory Service technician the ability to quickly diagnose any issues with your appliance and helps GE improve its products by providing GE with information on your appliance. If you do not want your appliance data to be sent to GE, please advise your technician NOT to submit the data to GE at the time of service.

### For The Period Of: GE Will Replace:

**One Year**  
From the date of the original purchase

Any part of the dishwasher which fails due to a defect in materials or workmanship. During this **limited one-year warranty**, GE will also provide, **free of charge**, all labor and in-home service to replace the defective part.

### What GE Will Not Cover (for customers in the United States):

- Service trips to your home to teach you how to use the product.
- Improper installation, delivery or maintenance.
- Failure of the product if it is abused, misused, or used for other than the intended purpose or used commercially.
- Replacement of house fuses or resetting of circuit breakers.
- Product not accessible to provide required service.
- Damage to the product caused by accident, fire, floods or acts of God.
- Incidental or consequential damage caused by possible defects with this appliance.
- Cleaning or servicing of the air gap device in the drain line.
- Damage caused after delivery, including damage from items dropped on the door.

**EXCLUSION OF IMPLIED WARRANTIES—Your sole and exclusive remedy is product repair as provided in this Limited Warranty. Any implied warranties, including the implied warranties of merchantability or fitness for a particular purpose, are limited to one year or the shortest period allowed by law.**

This warranty is extended to the original purchaser and any succeeding owner for products purchased for home use within the USA. If the product is located in an area where service by a GE Authorized Servicer is not available, you may be responsible for a trip charge or you may be required to bring the product to an Authorized GE Service location for service. Proof of original purchase date is needed to obtain service under the warranty. In Alaska, the warranty excludes the cost of shipping or service calls to your home.

Some states do not allow the exclusion or limitation of incidental or consequential damages. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. To know what your legal rights are, consult your local or state consumer affairs office or your state's Attorney General.

**Warrantor: General Electric Company. Louisville, KY 40225**

### What Is Not Covered (for customers in Canada):

- Service trips to your home to teach you how to use the product.
- Improper installation.  
If you have an installation problem, contact your dealer or installer. You are responsible for providing adequate electrical, exhausting and other connecting facilities.
- Failure of the product if it is abused, misused, or used for other than the intended purpose or used commercially.
- Replacement of house fuses or resetting of circuit breakers.
- Damage to the product caused by accident, fire, floods or acts of God.
- Damage caused after delivery.

**EXCLUSION OF IMPLIED WARRANTIES—Your sole and exclusive remedy is product repair as provided in this Limited Warranty. Any implied warranties, including the implied warranties of merchantability or fitness for a particular purpose, are limited to one year or the shortest period allowed by law.**

This warranty is extended to the original purchaser and any succeeding owner for products purchased in Canada for home use within Canada. In home warranty service will be provided in areas where it is available and deemed reasonable by Mabe to provide.

**WARRANTOR IS NOT RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.**

**Warrantor: MC Commercial, Burlington, ON, L7R 5B6**





Sedgwick Claims Management Services, Inc.  
PO Box 14494  
Lexington, KY 40512-4494



Phone: 866 864-2255  
Fax: 303 965-3062

December 14, 2022

Doug Brooks  
4805 Gypsy Cv  
Austin, TX 78727

RE: Date of Loss: Approximately 10/05/2022  
Our Claim Number: 4A2210NY9GK-0001  
Damage location: 4805 GYPSY CV , AUSTIN, TX 78727

Dear Mr. Brooks:

We received a claim for alleged damage to your premises on 10/05/2022. I have sent you several email's concerning this but have received no response.

If I do not hear from you or receive documentation by **12/29/2022**, we will assume you are not presenting a property damage claim and will close my file accordingly. If a phone call is inconvenient for you, please see my email address listed below. Please reference your claim number in the subject line of your email.

In TX, the statute of limitations on a property damage claim is **two** years. Therefore, the statute of limitations on your claim will expire on **10/05/2024** 2 years from when you knew or should have known of the damages. You must resolve your claim or file a complaint in a court of proper jurisdiction by this date or you may be barred from recovery.

Sincerely,

Sedgwick manages claims for OLD REPUBLIC INSURANCE COMPANY on behalf of Haier, dba GE Appliances.

We value your privacy. For more on what personal information we may collect, how we may use this information and other important areas relating to your privacy and data protection, please read our privacy notice [www.sedgwick.com](http://www.sedgwick.com).

Dan Delgado  
Claims Representative  
Direct (704)423-1025  
Toll Free 866-864-2255 ext. 1025  
Fax 303-965-3062  
[Dan.Delgado@Sedgwick.com](mailto:Dan.Delgado@Sedgwick.com)



\* C 3 2 3 1 1 4 6 8 - 3 4 1 - 6 9 0 6 \*



12/14/2022

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562022121406064



EXHIBIT

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10-8-2024

4A2210NY9GK0001

6020241008046420



**Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Lindsay Ward on behalf of Michael Howell

Bar No. 24009368

Lindsay@westshorthowell.law

Envelope ID: 92588578

Filing Code Description: Petition

Filing Description: Plaintiffs Original Petition-EV# 92588578

Status as of 9/30/2024 11:06 AM CST

Associated Case Party: Doug Brooks

Name	BarNumber	Email	TimestampSubmitted	Status
Clint Fagan		clint.fagan@westshorthowell.law	9/30/2024 10:52:00 AM	SENT
Michael T.Howell		howell@westshorthowell.law	9/30/2024 10:52:00 AM	SENT
West Short & Howell		service@westshorthowell.law	9/30/2024 10:52:00 AM	SENT
Jeremy N.Sandoval		sandoval@westshorthowell.law	9/30/2024 10:52:00 AM	SENT
N. West Short		short@westshorthowell.law	9/30/2024 10:52:00 AM	SENT

## **WILLIAMSON COUNTY LOCAL RULES**

### **C. PRE-TRIAL PROCEDURES**

C-2 SCHEDULING. At the time of filing in each non-family civil case, the Clerk will provide the plaintiff a copy of the following rules relating to pre-trial scheduling to be served with the petition. They are as follows:

- a) Any additional parties to be joined within 90 days from the date answered filed.
- b) Plaintiff's expert witnesses to be designated within 120 days from the date answer is filed. Defendant's expert witnesses shall be designated within 150 days from the date answer is filed.
- c) Discovery shall be completed within 180 days from the date answer is filed.
- d) Motions for summary judgment to be filed within 210 days from the date answer is filed.
- e) A settlement conference must be held with the two parties present within 250 days from the date of answer.
- f) A pre-trial statement setting forth unresolved issues, proposed jury charges, and stipulations and all matters to be considered in Rule 166 pre-trial conference shall be filed no later than 270 days from the date of answer. If the parties are unable to agree on a joint pre-trial statement then separate submission is required.

\*NOTE A copy of this rule will be attached to citations issued by the Clerk.